

**AMENDMENT TO CONTRACT**  
**Annual Service**  
**Used Oil Collection Services**  
**Quote No. 5371**  
**City of Lincoln and Lancaster County**  
**Renewal**  
**TSO**

C-17-0436

This Amendment is hereby entered into by and between TSO, 1770 Otto Road, Cheyenne, WY 82001 (hereinafter "Contractor") and the City of Lincoln and Lancaster County (hereinafter "Owners"), for the purpose of amending the Contract dated July 12, 2016 executed under City Directorial Order No. 15390, and County Contract C-16-0349, dated July 5, 2016 for Annual Service - Used Oil Collection Services, Quote No. 5371 which is made a part of this amendment by this reference.

WHEREAS, the original term of the Contract is July 12, 2016 through July 11, 2017, with the option to renew for three (3) additional one (1) year terms upon written mutual consent by all parties; and

WHEREAS, the parties hereby renew the Contract for an additional one (1) year term beginning July 12, 2017 through July 11, 2018; and

WHEREAS, the expenditures for the City of Lincoln for the term of this renewal shall not exceed \$2,000.00 without approval by the City of Lincoln; and

WHEREAS, the expenditures for Lancaster County for the term of this renewal shall not exceed \$1,500.00 without approval by the Lancaster County Board; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract under City Directorial Order No. 15390 and County Contract C-16-0349, all amendments thereto, and as stated herein, the parties agree as follows:

- 1) The parties hereby renew the Contract for an additional one (1) year term beginning July 12, 2017 through July 11, 2018.
- 2) The expenditures for the City of Lincoln for the term of this renewal shall not exceed \$2,000.00 without approval by the City of Lincoln.
- 3) The expenditures for Lancaster County for the term of this renewal shall not exceed \$1,500.00 without approval by the Lancaster County Board.
- 4) All other terms of the Contract, not in conflict with this Amendment, shall remain in force and effect.

The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Parties do hereby execute this Amendment upon completion of signatures on:

Vendor Signature Page  
City of Lincoln Signature Page  
Lancaster County Signature Page

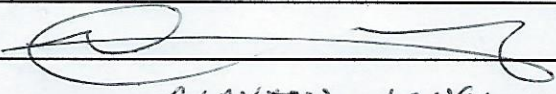
## Vendor Signature Page

---

**AMENDMENT TO CONTRACT  
Annual Service  
Used Oil Collection Services  
Quote No. 5371  
City of Lincoln and Lancaster County  
Renewal  
TSO**

**Please sign, date and return within 5 days of receipt.**

Mail to: City/County Purchasing  
Attn: Brianne Crooks  
440 So. 8th St., Ste. 200  
Lincoln, NE 68508  
Or email to: bcrooks@lincoln.ne.gov

<b>Company Name:</b>	TRI STATE OIL RECLAIMERS
<b>By: (Please Sign)</b>	
<b>By: (Please Print)</b>	CLAYTON LONG
<b>Title:</b>	SAFETY & SALES MANAGER
<b>Company Address:</b>	1770 GITO ROAD
<b>Company Phone &amp; Fax:</b>	307-635-5332 OR 307-349-0116 C.
<b>E-Mail Address:</b>	TSOLLAY@GMAIL.COM
<b>Date:</b>	6/12/17
<b>Contact Person for Orders or Service</b>	DISPATCHER - KATHY HILL OR CLAY
<b>Contact Phone Number:</b>	307-635-5332 OR 307-349-0116

**City of Lincoln Signature Page**

---

**AMENDMENT TO CONTRACT  
Annual Service  
Used Oil Collection Services  
Quote No. 5371  
City of Lincoln and Lancaster County  
Renewal  
TSO**

**EXECUTION BY THE CITY OF LINCOLN, NEBRASKA**

ATTEST:

CITY OF LINCOLN, NEBRASKA

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Finance Director

Approved by Directorial Order No. \_\_\_\_\_

dated \_\_\_\_\_

**Lancaster County Signature Page**

**AMENDMENT TO CONTRACT  
Annual Service  
Used Oil Collection Services  
Quote No. 5371  
City of Lincoln and Lancaster County  
Renewal  
TSO**

**EXECUTION BY LANCASTER COUNTY, NEBRASKA**

Contract Approved as to Form:

The Board of County Commissioners of  
Lancaster, Nebraska

\_\_\_\_\_  
Deputy Lancaster County Attorney

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

dated \_\_\_\_\_



## SCHEDULE OF FORMS AND ENDORSEMENTS

POLICY NUMBER: EGGCD000249317

EFFECTIVE DATE: 02-15-2017

NAMED INSURED: TRI STATE OIL RECLAIMERS, INC.

### FORMS

---

NUMBER	EDITION DATE	TITLE
ENILSU	4003	POLICY JACKET
ENILSU	4003	POLICY JACKET
CGDS01	1001	COMMERCIAL GENERAL LIABILITY DECLARATIONS
ENEXTS	CH04	CGL EXTENSION FORM
CG0001	0413	COMMERCIAL GENERAL LIABILITY COVERAGE FORM
CG0224	1093	EARLIER NOTICE OF CANCELLATION PROVIDED BY US (FOR USE WITH CGL, LIQUOR, POLLUTION AND PRODUCTS POLICIES)
CG2010	0413	ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION
CG2011	0413	ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES
CG2037	0413	ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS
CG2106	0514	EXCLUSION - ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY - WITH LIMITED BODILY INJURY EXCEPTION
CG2135	1001	EXCLUSION - COVERAGE C - MEDICAL PAYMENTS
CG2147	1207	EMPLOYMENT-RELATED PRACTICES EXCLUSION
CG2196	0305	SILICA OR SILICA-RELATED DUST EXCLUSION
CG2266	1185	MISDELIVERY OF LIQUID PRODUCTS COVERAGE
CG2404	0509	WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US
CG2417	1001	CONTRACTUAL LIABILITY - RAILROADS

## SCHEDULE OF FORMS AND ENDORSEMENTS

CG2425	1204	LIMITED FUNGI OR BACTERIA COVERAGE
ENAIPN	C041	ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY
ENDISO	411	EXCLUSION - DISCRIMINATION
ENASB0	411	EXCLUSION - ASBESTOS
ENFILL	LIAB	FUEL DEALERS AUTOMATIC FILL LIABILITY
ENLEAD	0411	EXCLUSION - LEAD (Not Applicable in NH, ME, NJ)
ENNONC	UM04	AMENDMENT - NON CUMULATION OF EACH OCCURRENCE LIMIT AND NON CUMULATION OF PERSONAL AND ADVERTISING INJURY LIMIT
ENRDM0	411	RADIOACTIVE MATTER EXCLUSION ENDORSEMENT
CG2170	0115	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
CG0160	0798	WYOMING CHANGES
CG0444	1103	STOP GAP - EMPLOYERS LIABILITY COVERAGE ENDORSEMENT - WYOMING
IL0017	1198	COMMON POLICY CONDITIONS
IL0021	0908	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)
IL0985	0115	DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT
ENNOTO	C071	NOTICE OF OCCURRENCE (do not use for Mass only risk)
ENMENT	0711	MENTAL ANGUISH EXCEPTION (do not use for Mass only risk)
ENEOAP	P071	INADVERTENT E&O IN APPLICATION (do not use for Mass only risk)
ENKNWO	C071	KNOWLEDGE OF OCCURRENCE (do not use for Mass only risk)
ENRPG0	411	NOTICE TO PURCHASE GROUP MEMBERS
ENILSU	4003	SIGNATURE PAGE
DCT		FORMS SCHEDULE
ILP001	0104	U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC) ADVISORY NOTICE TO POLICYHOLDERS
IL0114	1013	WYOMING CHANGES - DEFENSE COSTS

**THIS ENDORSEMENT CHANGES THE POLICY - PLEASE READ IT CAREFULLY**

**ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY  
COVERAGE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**SCHEDULE**

Name of Person(s) or Organization(s)
Where required by written Contract

This insurance shall be excess over any other insurance naming the scheduled additional insured as an insured on a primary, excess, contingent, or on any other basis unless:

1. A written contract or agreement specifically requires that this insurance be primary and noncontributory.
2. The written contract is signed and executed by the named insured and additional insured prior to any "bodily injury", "property damage" or "personal and advertising injury".
3. This policy does not apply for defense or indemnity of the additional insured if state or federal law does not permit indemnification of the additional insured by the Named Insured for the claim of a third party.
4. This insurance does not apply to the additional insured's liability to indemnify, defend or hold harmless a third party.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
AS REQUIRED BY WRITTEN CONTRACT , , WY	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
AS REQUIRED BY WRITTEN CONTRACT , , , WY	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

<b>Name Of Person Or Organization:</b> AS REQUIRED BY WRITTEN CONTRACT
---

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.
--

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.